

# ORIGINAL

## Funding Agreement Between the County of El Dorado and American River Conservancy for the Funding of WakamatsuFest150

### Funding Agreement #3867

This Agreement made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and American River Conservancy, a non-profit organization, whose principal place of business is 348 Highway 49, Coloma, California 95613 and whose mailing address is Post Office Box 562, Coloma, California 95613 (hereinafter referred to as "Grantee");

### WITNESSETH

**WHEREAS**, Grantee purchased the California Registered State Historic Landmark #815, Wakamatsu Tea and Silk Farm in 2010; and

**WHEREAS**, the first Japanese colonists arrived at the Wakamatsu Farm 150 years ago, and Grantee recognizes this anniversary, Grantee is hosting a sesquicentennial four day celebration; and

**WHEREAS**, County recognizes this anniversary and supports the efforts of Grantee by providing funding; and

**WHEREAS**, the funding provided herein will provide a valuable public service that will promote cultural activities, historical preservation activities, promotional activities which enhance tourism and industry, and/or local community events which encourage a sense of community to the people of the County of El Dorado; and

**WHEREAS**, the Board of Supervisors of the County of El Dorado determines that a public benefit is derived from supporting this effort to authorize funding, which will serve to gather the community and draw visitors to County.

**NOW, THEREFORE**, the parties do hereby agree as follows:

#### ARTICLE I

**Payment and Use of Funds:** Within fifteen (15) days of execution of this Agreement, County will advance funds to Grantee in the amount of \$5,000.00. Funds shall be used solely for the purpose of assisting with the costs of hosting several historians and academics, during the four (4) day event at 941 Cold Springs Road, Placerville, California, as identified on Applicant's Community Funding Request form. Applicant shall provide a statement, in reasonable detail, regarding the disposition of the funds and shall return any unused funds. If any of the advanced funds have not been used for the purpose stated herein, all funds shall be returned to County within sixty (60) days following County's request for repayment.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire one year from the date thereof. Any funds that have not been expended by Grantee after the expiration of this Agreement shall be returned to County within sixty (60) days of County's request for same.

## **ARTICLE III**

**Audits Required:** Grantee shall submit to the County a year-end audited financial statement covering all fiscal years during which Grantee expends funds provided pursuant to this Agreement. Grantee shall maintain client records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided. Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction by County, the state, or any of their duly authorized representatives.

## **ARTICLE IV**

**Audit by California State Auditor:** Grantee acknowledges that if total compensation under this agreement is greater than \$5,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required final payment under the contract, all books, records, and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE VI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Don Ashton  
Chief Administrative Officer

With a copy to:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

American River Conservancy  
Post Office Box 562  
Placerville, California 95667

Attn.: Elena P. Delacy  
Chief Executive Officer

or to such other locations as Applicant directs.

#### **ARTICLE VII**

**Indemnity:** To the fullest extent allowed by law, Grantee shall defend, indemnify, and hold harmless the County and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Grantee, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of Grantee includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to Grantee. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that County's failure to immediately or timely notify Grantee does not limit or waive Grantee's defense and indemnity obligations in this Article. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

#### **ARTICLE VIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or successor or designee.

**ARTICLE IX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE X**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**--COUNTY OF EL DORADO--**

By: \_\_\_\_\_  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**--AMERICAN RIVER CONSERVANCY--**

By: Elena P. Delacy  
Elena P. Delacy  
Chief Executive Officer  
"Applicant"

Dated: April 24, 2019

By: Catherine Ciofalo  
Catherine Ciofalo  
Chief Financial Officer

Dated: 04/24/2019